



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

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Third District

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Fourth District

Michael D. Antonovich
Fifth District

April 29, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AMENDMENT NO. 3 TO AGREEMENT NO. H-202248 WITH USC
CARDIOTHORACIC SURGEONS, INC.
AND AUTHORIZATION OF RETROACTIVE PAYMENT
(1st District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Health Services, or his designee, to sign Amendment No. 3 (Exhibit I) to Agreement No. H-202248 with USC Cardiothoracic Surgeons, Inc., for intra-aortic balloon pump, autotransfusion and perfusion technician services provided at LAC+USC Medical Center to increase the maximum obligation from \$294,748 to \$400,000 net County cost each year of the contract with no change to the term of the agreement.
2. Approve and delegate authority to the Director of Health Services, or his designee to authorize and approve retroactive payment for services provided at LAC+USC Medical Center by USC Cardiothoracic Surgeons, Inc., at a net County cost of \$58,075 for the period of May 6, 2003 through June 30, 2003.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended actions are to: 1) amend the current agreement by increasing the contract maximum obligation. This action is needed because there has been an increase in the number and acuity of patients requiring cardiovascular surgeries at LAC+USC Medical Center, resulting in more complicated surgeries (primarily open heart) and the need for more intra-aortic and autotransfusion procedures performed by the contractor's clinical perfusion technicians during open heart and other surgical services; and 2) to provide reimbursement to the contractor, USC Cardiothoracic Surgeons, Inc., from whom necessary patient care services were provided in excess of the contract maximum obligation by LAC+USC Medical Center.

In approving the recommended action, the Board is allowing for the continued and uninterrupted provision of clinical services necessary to the cardiovascular and general surgery programs at LAC+USC Medical Center. The current annual cardiovascular workload has increased in recent years and now amounts to 300 to 350 procedures. The autotransfusion annual workload is 100 to 150 procedures

FISCAL IMPACT/FINANCING:

The contract maximum obligation amount is being increased from \$294,748 to \$400,000 each year of the contract. Annual expenditures are currently projected in the \$350,000 to \$400,000 range. Funding is included in the Fiscal Year 2003-04 Adopted Budget and will be requested in subsequent fiscal years. The retroactive payment of \$58,075 for Fiscal Year 2002-03 is a one-time reimbursement, which will be absorbed in the Department's Fiscal Year 2003-04 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On April 20, 1993, the Board approved Agreement No. H-202248 with USC Surgeons, Inc. for the provision of intra-aortic and clinical perfusion technician services at LAC+USC Medical Center. The term of the agreement commenced upon Board approval and continued through June 30, 1993, with provisions for automatic renewal from year-to-year until either party gives 30-day written notice of termination to the other party.

On May 5, 1998, the Board approved Amendment No. 1 to revise the Agreement's pay schedule and update contract language. On November 2, 1999, the Board approved Amendment No. 2 to delegate duties and assign rights to USC Cardiothoracic Surgeons, Inc. and to update the Agreement's standard language. Both amendments did not increase net County costs or change the term of the Agreement.

USC Cardiothoracic Surgeons, Inc. provides clinical perfusion technicians who assist surgeons performing cardiovascular and other surgeries at LAC+USC Medical Center. The technicians are active members of the surgical teams and are supervised by surgeons. The technicians are available 24-hours per day, seven days per week to perform an estimated 400 to 500 procedures a year.

The amendment will be effective upon Board approval and remain in effect throughout the term of the agreement. The amendment includes the updated insurance and indemnification language, jury service provision, debarment, and safely surrendered baby provisions. The recommended amendment has been approved as to form by County Counsel.

Attachment A provides additional information.

CONTRACTING PROCESS:

The Board approved contracting with USC Cardiothoracic Surgeons, Inc. on a sole source basis because of this organization's singular ability to provide professional clinical perfusion staff to work under the direct supervision of the cardiovascular and other surgeons at LAC+USC on a 24-hour a day basis.

The Honorable Board of Supervisors
April 29, 2004
Page 3

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended action will ensure that vital surgical services continue uninterrupted at LAC+USC Medical Center.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas L. Garthwaite".

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:mw

Attachments (2)

C: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. **TYPE OF SERVICE:**

Intra-aortic balloon pump, autotransfusion and perfusion services during cardiovascular and general surgeries at LAC+USC Medical Center.

2. **AGENCY NAME AND CONTACT PERSON:**

USC Cardiothoracic Surgeons, Inc.
1510 San Pablo Street, Suite 514
Los Angeles, California 90033
Attention: Julie Tinius, Director
Telephone: (323) 442-6235

3. **TERM:**

Agreement No. H-202248 commenced on April 20, 1993 and continued through June 30, 1993, with provisions for automatic renewal from year-to-year until either party provides a 30-day written notice of termination to the other party. The term is unchanged by the amendment.

4. **FINANCIAL INFORMATION:**

Annual expenditures are projected in the \$350,000 to \$400,000 range. Funding is included in the Fiscal Year 2003-04 Adopted Budget and will be requested in subsequent fiscal years. Amendment No. 3 increases the maximum County maximum obligation from \$294,748 to \$400,000 each year of the contract.

The retroactive payment of \$58,075 is a one-time reimbursement which will be absorbed in the Department's Fiscal Year 2003-04 Adopted Budget.

5. **GEOGRAPHIC AREA SERVED:**

1st District.

6. **APPROVALS:**

LAC+USC Medical Center: Pete Delgado, Executive Director

Contract Administration: Irene E. Riley, Director

County Counsel: Elizabeth J. Friedman, Senior Deputy County Counsel

CLINICAL PERFUSION TECHNICIAN SERVICES AGREEMENT
AMENDMENT NO. 3

THIS AMENDMENT is made and entered into this _____ day
of _____, 2004,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

USC CARDIOTHORACIC
SURGEONS, INC. formerly
USC SURGEONS, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"CLINICAL PERFUSION TECHNICIAN SERVICES AGREEMENT", dated
April 20, 1993, and Amendment No. 1, dated May 5, 1998, and
Amendment No. 2, dated November 2, 1999, and further identified
as County Agreement No. H-202248; and,

WHEREAS, it is necessary to increase the County maximum
obligation because of increased demand for clinical perfusion
technician services; and,

WHEREAS, said Agreement provides that changes may be made
in the form of a written amendment which is formally approved
and executed by both parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective on the date of
approval by the Los Angeles County Board of Supervisors.

2. That Paragraph 5B., MAXIMUM OBLIGATION OF COUNTY, to Agreement be replaced as follows:

"B. Effective Fiscal Year 2003-04 and for each Fiscal Year thereafter, the annual maximum obligation of County for all services furnished hereunder shall not exceed Four Hundred Thousand Dollars (\$400,000)."

3. That Paragraph 8, INDEMNIFICATION, of the body of the Agreement shall be deleted in its entirety and replaced with the following Paragraph 8 as follows:

"8. INDEMNIFICATION REQUIREMENTS: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement."

4. That Paragraph 9, INSURANCE, of the body of the Agreement shall be deleted in its entirety and replaced with the following Paragraph 9 as follows:

"9. INSURANCE REQUIREMENTS:

A. General Insurance Requirements: Without limiting Contractor's indemnification of County, and during the term of this Agreement, Contractor shall provide and maintain,

and shall require all of its Contractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

(1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, 6th Floor-East, Los Angeles, California, 90012, Attn: Division Chief prior to commencing services under this Agreement.

Such certificates or other evidence shall:

- (a) Specifically identify this Agreement.
- (b) Clearly evidence all coverages required in this Agreement.
- (c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (d) Include copies of the additional insured endorsement to the commercial general liability

policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(2) Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

(3) Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract

upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

(4) Notification of Incidents, Claims or Suits:

Affiliate shall report to County:

(a) any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County.

Such report shall be made in writing within 24 hours of occurrence.

(b) any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(c) any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager.

(d) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

B. Insurance Coverage Requirements:

(1) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

(2) Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

(3) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers

compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease-policy limit:	\$1 million
Disease-each employee:	\$1 million

(4) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

C. Periodic Review and Update of the Indemnification and Insurance Requirements: The County will review and periodically update the Indemnification and Insurance requirements included in this agreement based upon recommendations of the County's Chief Administrative Office, Risk Management Operations and Board approved policies regarding Indemnification and Insurance requirements."

5. That Paragraph 44, CONTRACTOR RESPONSIBILITY AND

DEBARMENT, be added to Agreement to read as follows:

"44. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Agreement. It is the County's policy to conduct business only with responsible Contractor(s).

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this Agreement or other Agreements, which indicates that Contractor is not responsible, County may in addition to other remedies provided under this Agreement, debar Contractor from bidding on County Agreements, for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing Agreements Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other Agreement with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform an Agreement with County or any other public entity, or engaged in a pattern

or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Contractor may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board

shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any Sub-Contractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code."

6. That Paragraph 45, COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM, be added to Agreement to read as follows:

"45. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received

for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any sub-contractor to perform services for the County under the Contract, the sub-contractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the

agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit "I", is the required form, "County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form", to be completed by the Contractor.

D. Contractor's violation of this Sub-paragraph of Agreement may constitute a material breach of the Contract. In the event of such material breach, County may, in its

sole discretion, terminate Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

7. That Paragraph 46, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, be added to Agreement to read as follows:

"46. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, and shall require each sub-contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit "II", Safely Surrendered Baby Law, as reference and is also available on the Internet at www.babysafela.org for printing purposes.

8. That Paragraph 47, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, be added to Agreement to read as follows:

"47. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County policy to encourage all County Contractors to voluntarily post the County's

"Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractors place of business. The County's Department of Children and Family will supply Contractor with the poster to be used.

9. That Paragraph 48, NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT, be added to Agreement to read as follows:

"48. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract."

10. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services and Contractor has caused this
Amendment to be subscribed in its behalf by its duly authorized
officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

USC CARDIOTHORACIC SURGEONS, INC.
Contractor

By Julie A. Tinnis, CEP
Signature

Julie A. Tinnis
Printed Name

Title Director, USC Perfusion Secs.
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Director, Contract Administration

dar:4/1/04
AMENCD3.DAR

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	()	
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
- "Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.
- "Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

The California Safely Surrendered Baby Law:

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

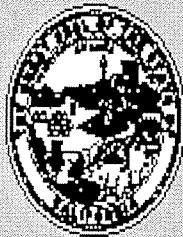
Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

**In California, no one ever
has to abandon a child again.**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director

FILE 400 (3-57)

no shame.
no blame.
no names.

**now there's a way
to safely surrender
your baby**



What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life.

If you or someone you know is considering giving up a child, learn about your options.

Los Angeles County
Safely
Surrendered
Baby
Hotline



(877)BABY SAFE

Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services
- **Guaranteed Confidentiality**
- **7 Days a Week**
- **24 Hours a Day**
- **English and Spanish and 140 Other Languages Spoken**



INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.